

EXHIBIT A

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI

MICHAEL SCOTT,)
)
)
Plaintiff,)
)
)
vs.) Case No. _____
)
)
HARBOR FREIGHT TOOLS USA, INC.,)
Serve: Registered Agent)
Corporate Creations Network, Inc.)
12747 Olive Boulevard, #300)
St. Louis, MO 63141)
)
Defendants,)

PETITION FOR DAMAGES**GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

COMES NOW Plaintiff, Michael Scott, by and through his attorneys of record, Eric M. Belk and Steven J. Blair, of Hall Ansley, P.C., and for his claims and causes of action against Harbor Freight Tools USA, Inc., states, alleges and avers to the Court as follows:

PLAINTIFF

1. That Plaintiff Michael Scott is an individual citizen and resident of Springfield, Greene County, Missouri.

DEFENDANT

2. That Harbor Freight Tools USA, Inc., (hereinafter sometimes referred to as Harbor Freight) is and was at all times hereinafter mentioned a foreign corporation, in good standing in the State of Missouri, duly authorized and existing according to law and doing business in Missouri, and whose registered agent is listed above.

JURISDICTION AND VENUE

3. That Plaintiff Michael Scott was injured while in Greene County, Missouri, and that the causes of action alleged are torts; that Scott's damages exceed \$25,000; and that, pursuant to V.A.M.S. Section 506.500 and Section 508.010, this Court has jurisdiction and venue, respectively, in this cause.

FACTS OF THE OCCURRENCE

4. That at all times material to this Petition, Defendant Harbor Freight engaged in the business of designing, manufacturing, distributing, assembling, marketing and selling tools, including but not limited to a 16" Ball Joint Separator (SKU 63420), which Harbor Freight represents is to be used to separate ball joints and tie rods quickly and easily without damage by positioning the tool and striking it with a hammer. Defendant Harbor Freight further represents that said tool is drop forged for "added durability" and to "withstand hard use."

5. That on or about August 23, 2019, Plaintiff was using the 16" Ball Joint Separator purchased from Harbor Freight for its intended purpose and in the manner represented to be appropriate by Defendant Harbor Freight when the tool unexpectedly fractured and fragmented, shooting a shard of the tool's metal into Plaintiff's left eye underneath his safety glasses, thereby causing Plaintiff to lose his vision in said eye.

**COUNT I – STRICT LIABILITY: PRODUCT DEFECT
AGAINST HARBOR FREIGHT TOOLS USA, INC.**

COMES NOW Plaintiff, Michael Scott, by and through his attorneys, and for his claims and cause of action on Count I of this Petition against Harbor Freight Tools USA, Inc., states, alleges and avers to the Court as follows:

6. That Plaintiff realleges and restates all paragraphs of the General Allegations of this Petition, and incorporates each of said paragraphs herein by reference.
7. That the 16" Ball Joint Separator was defective and unreasonably dangerous when put to a reasonably anticipated use without knowledge of its characteristics in that:
 - a. it was made with a substandard grade or type of metal of inadequate impact strength to withstand being struck with a hammer as intended by Harbor Freight, thereby placing users of the tool, or those within close proximity of the tool's use, at risk of flying metal.
 - b. it was designed in such a way as to permit the tool to fracture and/or fragment under a reasonably anticipated impact load, thereby placing users or those within close proximity of the tool's use at risk of flying metal.
8. That the foregoing unreasonably dangerous conditions existed when the 16" Ball Joint Separator was designed, manufactured, distributed, assembled, marketed and sold by Harbor Freight.
9. That at the time of the incident alleged in this Petition, the 16" Ball Joint Separator was in substantially the same condition as when designed, manufactured, distributed,

assembled, marketed and placed into the stream of commerce by Harbor Freight.

10. That as a direct and proximate cause of the above defect(s), Plaintiff Michael Scott has lost the vision in his left eye, has incurred medical bills (past and future), has lost wages, has diminished earning capacity, has past and continuing pain and discomfort and disfigurement, and these injuries and damages are permanent.

WHEREFORE, Plaintiff Michael Scott prays for judgment against Harbor Freight on Count I of this Petition in an amount that is determined to be fair and reasonable by the finder of fact, with prejudgment interest on said sum pursuant to R.S.Mo § 408.040.2 at the statutory rate as determined by law for prejudgment interest; for Plaintiff 's costs herein expended and incurred, and for such further and other relief as deems just and proper under the premises.

**COUNT II – STRICT LIABILITY: FAILURE TO WARN
AGAINST HARBOR FREIGHT TOOLS USA, INC.**

COMES NOW Plaintiff, Michael Scott, by and through his attorneys, and for his claims and cause of action on Count II of this Petition against Harbor Freight, alleges and states as follows:

11. That Plaintiff realleges and restates all of the paragraphs in the General Allegations and Count I of this Petition, and incorporates each of said paragraphs herein by reference.

12. That the 16" Ball Joint Separator was defective and unreasonably dangerous when put to its reasonably anticipated use without knowledge of its characteristics.

13. That the unreasonably dangerous condition existed when the 16" Ball Joint

Separator was designed, manufactured, marketed and placed into the stream of commerce by Harbor Freight.

14. That Harbor Freight failed to give adequate warning of the dangerous and defective conditions of the ball joint separator.

15. That Harbor Freight's failure to warn of the unreasonably dangerous and defective condition of the ball joint separator includes, but is not limited to, one or more of the following:

- a. Failure to warn that the 16" Ball Joint Separator could fracture and/or fragment during normal use, thereby placing the user or those within close proximity to the tool's use at risk of serious injury;
- b. Failure to warn that the 16" Ball Joint Separator would not tolerate an ordinary and intended impact load when Harbor Freight represented and instructed that the recommended use of the tool required it to be struck with a hammer;
- c. Failure to warn that, due to the design and construction of the 16" Ball Joint Separator, safety glasses would provide the user or those within close proximity to the tool's use with inadequate protection against the risk of flying metal caused by the failure of the tool under an anticipated impact load of being struck with a hammer;
- d. Failure to warn that, due to the inferior metal utilized to construct the 16" Ball Joint Separator, safety glasses would provide the user or those within close proximity to the tool's use with inadequate protection against the risk of flying metal caused by the failure of the tool under an anticipated impact load of being struck with a hammer;

e. Failure to provide the user with documentation describing the procedure to safely use the 16" Ball Joint Separator in order to minimize the risk of the tool fracturing and/or fragmenting under the anticipated impact load of being struck with a hammer;

16. That as a direct and proximate result of Harbor Freight's failure to warn in the manners described herein, Plaintiff Michael Scott has lost the vision in his left eye, has incurred medical bills (past and future), has lost wages, has diminished earning capacity, has past and continuing pain and discomfort and disfigurement, and these injuries and damages are permanent.

WHEREFORE, Plaintiff Michael Scott prays for judgment against Harbor Freight on Count II of this Petition in an amount that is determined to be fair and reasonable by the finder of fact, with prejudgment interest on said sum pursuant to R.S.Mo § 408.040.2 at the statutory rate as determined by law for prejudgment interest; for Plaintiff 's costs herein expended and incurred, and for such further and other relief as deems just and proper under the premises.

**COUNT III – BREACH OF WARRANTY
AGAINST HARBOR FREIGHT TOOLS USA, INC.**

COMES NOW Plaintiff, Michael Scott, by and through his attorneys, and for his claims and cause of action on Count III of this Petition against Harbor Freight, alleges and states as follows:

18. That Plaintiff realleges and restates all of the paragraphs in the General Allegations and Counts I and II of this Petition, and incorporates each of said paragraphs herein by reference.

19. That alternatively, Harbor Freight, by manufacturing, marketing, distributing and placing the 16" Ball Joint Separator into the stream of commerce, impliedly warranted to purchasers and users of the that the 16" Ball Joint Separator was safe, fit, and merchantable for its intended, foreseeable and known uses and purposes and was free from defects.

20. That Harbor Freight breached their warranties as the 16" Ball Joint Separator was defective in that:

- a. the 16" Ball Joint Separator was designed:
 - i. in such a manner that the 16" Ball Joint Separator would not tolerate an ordinary and foreseeable impact load without fracturing or fragmenting, thereby placing the user or those within close proximity to the tool's use at risk of flying metal;
 - ii. in such a manner that the 16" Ball Joint Separator was not designed to protect a reasonably foreseeable user, such as Plaintiff, from injury, while using the 16" Ball Joint Separator under reasonably foreseeable accident conditions, such as the accident in this case;
- b. the 16" Ball Joint Separator was manufactured:
 - i. in such a manner that the 16" Ball Joint Separator would not tolerate an ordinary and foreseeable impact load without fracturing or fragmenting, thereby placing the user or those within close proximity to the tool's use at risk of flying metal;
 - ii. in such a manner that 16" Ball Joint Separator was not designed to protect

a reasonably foreseeable user, such as Plaintiff, from injury while using the 16" Ball Joint Separator under reasonably foreseeable accident conditions, such as the accident in this case;

c. in furnishing the 16" Ball Joint Separator knowing:

- i. that the 16" Ball Joint Separator would not tolerate an ordinary and foreseeable impact load without fracturing or fragmenting, thereby placing the user or those within close proximity to the tool's use at risk of flying metal;
- ii. that 16" Ball Joint Separator was not designed to protect a reasonably foreseeable user, such as Plaintiff, from injury while using the 16" Ball Joint Separator under reasonably foreseeable accident conditions, such as the accident in this case;

d. in failing to test the 16" Ball Joint Separator to ensure:

- i. that the 16" Ball Joint Separator would tolerate an ordinary and foreseeable impact load without fracturing or fragmenting, thereby protecting the user or those within close proximity to the tool's use from the risk of flying metal;
- ii. that the 16" Ball Joint Separator was designed to protect a reasonably foreseeable user, such as Plaintiff, from injury while using the 16" Ball Joint Separator under reasonably foreseeable accident conditions, such as the accident in this case;

e. in failing to warn or instruct purchasers, owners and users:

- i. that the 16" Ball Joint Separator 16" Ball Joint Separator would not tolerate an ordinary and foreseeable impact load without fracturing or fragmenting, thereby protecting the user or those within close proximity to the tool's use from the risk of flying metal;
- ii. that the 16" Ball Joint Separator was not designed to protect a reasonably foreseeable user, such as Plaintiff, from injury while using the 16" Ball Joint Separator under reasonably foreseeable accident conditions, such as the accident in this case;
- iii. that serious injury could result during regular and anticipated use of the 16" Ball Joint Separator.

21. That as a direct and proximate result of Harbor Freight's breaches of its implied or express warranties of fitness for a particular purpose in the manners described herein, Plaintiff Michael Scott has lost the vision in his left eye, has incurred medical bills (past and future), has lost wages, has diminished earning capacity, has past and continuing pain and discomfort and disfigurement, and these injuries and damages are permanent.

WHEREFORE, Plaintiff Michael Scott prays for judgment against Harbor Freight on Count III of this Petition in an amount that is determined to be fair and reasonable by the finder of fact, with prejudgment interest on said sum pursuant to R.S.Mo § 408.040.2 at the statutory rate as determined by law for prejudgment interest; for Plaintiff 's costs herein expended and incurred, and for such further and other relief as deems just and proper under the premises.

**COUNT IV – NEGLIGENCE
AGAINST HARBOR FREIGHT TOOLS USA, INC.**

COMES NOW Plaintiff, Michael Scott, by and through his attorney, and for his claim and cause of action on Count IV of this Petition against Harbor Freight alleges and states as follows:

22. That Plaintiff realleges and restates all of the paragraphs in the General Allegations and Counts I, II and III of this Petition, and incorporates each of said paragraphs herein by reference.

23. That alternatively, Harbor Freight was negligent in the following particulars:

a. negligently and carelessly designing the 16" Ball Joint Separator:

i. in that the 16" Ball Joint Separator would not tolerate an ordinary and foreseeable impact load without fracturing or fragmenting, thereby placing the user or those within close proximity to the tool's use at risk of flying metal;

ii. in that the 16" Ball Joint Separator was not designed to protect a reasonably foreseeable user, such as Plaintiff, from injury, while using the 16" Ball Joint Separator under reasonably foreseeable accident conditions, such as the accident in this case;

b. negligently and carelessly manufacturing the 16" Ball Joint Separator:

i. in that the 16" Ball Joint Separator would not tolerate an ordinary and foreseeable impact load without fracturing or fragmenting,

thereby placing the user or those within close proximity to the tool's use at risk of flying metal;

ii. in that 16" Ball Joint Separator was not designed to protect a reasonably foreseeable user, such as Plaintiff, from injury while using the 16" Ball Joint Separator under reasonably foreseeable accident conditions, such as the accident in this case;

c. negligently and carelessly placing the 16" Ball Joint Separator into the stream of commerce knowing:

i. that the 16" Ball Joint Separator would not tolerate an ordinary and foreseeable impact load without fracturing or fragmenting, thereby placing the user or those within close proximity to the tool's use at risk of flying metal;

ii. that 16" Ball Joint Separator was not designed to protect a reasonably foreseeable user, such as Plaintiff, from injury while using the 16" Ball Joint Separator under reasonably foreseeable accident conditions, such as the accident in this case;

d. negligently and carelessly failing to test the 16" Ball Joint Separator to ensure:

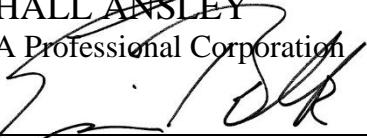
i. that the 16" Ball Joint Separator would tolerate an ordinary and foreseeable impact load without fracturing or fragmenting, thereby protecting the user or those within close proximity to the tool's use

- from the risk of flying metal;
- ii. that the 16" Ball Joint Separator was designed to protect a reasonably foreseeable user, such as Plaintiff, from injury while using the 16" Ball Joint Separator under reasonably foreseeable accident conditions, such as the accident in this case;

e. negligently and carelessly failing to warn or instruct purchasers, owners and users:

- i. that the 16" Ball Joint Separator 16" Ball Joint Separator would tolerate an ordinary and foreseeable impact load without fracturing not fragmenting, thereby protecting the user or those within close proximity to the tool's use from the risk of flying metal;
- ii. that the 16" Ball Joint Separator was not designed to protect a reasonably foreseeable user, such as Plaintiff, from injury while using the 16" Ball Joint Separator under reasonably foreseeable accident conditions, such as the accident in this case;
- iii. that serious injury could result during regular and anticipated use of the 16" Ball Joint Separator.

WHEREFORE, Plaintiff Michael Scott prays for judgment against Harbor Freight on Count IV of this Petition in an amount that is determined to be fair and reasonable by the finder of fact, with prejudgment interest on said sum pursuant to R.S.Mo § 408.040.2 at the statutory rate as determined by law for prejudgment interest; for Plaintiff 's costs herein expended and incurred, and for such further and other relief as deems just and proper under the premises.

HALL ANSLEY
A Professional Corporation

By: _____
ERIC M. BELK
Missouri Bar Number 42138
STEVEN J. BLAIR
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Attorneys for Plaintiff

JURY DEMAND

Plaintiff hereby requests a 12 person jury trial in the above-captioned cause in accordance with the laws of the State of Missouri.


Eric M. Belk



IN THE 31ST JUDICIAL CIRCUIT, GREENE COUNTY, MISSOURI

Judge or Division: MICHAEL J CORDONNIER	Case Number: 2131-CC01012
Plaintiff/Petitioner: MICHAEL SCOTT vs.	Plaintiff's/Petitioner's Attorney/Address ERIC MARTIN BELK 3335 E RIDGEVIEW ST SPRINGFIELD, MO 65804
Defendant/Respondent: HARBOR FREIGHT TOOLS USA INC	Court Address: JUDICIAL COURTS FACILITY 1010 N BOONVILLE AVE SPRINGFIELD, MO 65802
Nature of Suit: CC Pers Injury-Prod Liab	(Date File Stamp)

Summons in Civil Case

The State of Missouri to: HARBOR FREIGHT TOOLS USA INC

Alias:

R/A: CORPORATE CREATIONS
NETWORK INC
12747 OLIVE BLVD # 300
ST LOUIS, MO 63141



GREENE COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

09/16/2021

Date

/s/ Thomas R. Barr by JJ

Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

delivering a copy of the summons and a copy of the petition to the defendant/respondent.
 leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.

(for service on a corporation) delivering a copy of the summons and a copy of the complaint to: _____ (name) _____ (title).

other: _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary \$ _____

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

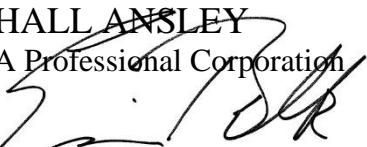
A copy of the summons and a copy of the petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI

MICHAEL SCOTT,)
)
)
Plaintiff,)
)
)
vs.) Case No. 2131-CC01012
)
)
HARBOR FREIGHT TOOLS USA, INC.,)
Serve: Registered Agent)
Corporate Creations Network, Inc.)
12747 Olive Boulevard, #300)
St. Louis, MO 63141)
)
Defendants,)

CERTIFICATE OF SERVICE

The undersigned, attorneys of record for Plaintiff, Michael Scott, hereby certify that **Plaintiff's First set of Interrogatories directed to Harbor Freight Tools USA, Inc., and Plaintiff's First Request for Production of Documents directed to Harbor Freight Tools USA, Inc.**, were mailed on this 22nd day of September, 2021, postage prepaid to the Sheriff of St. Louis County, Missouri along with a CD containing said discovery in WORD format pursuant to Missouri Rules of Civil Procedure 57.01, to be served on Defendant with the Summons and Petition.

By: 
ERIC M. BELK
Missouri Bar Number 42138
STEVEN J. BLAIR
Missouri Bar Number 52706

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